

## Residential Tenancies Tribunal

Application 2025-0876-NL and 2025-0928-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 3-November-2025 at 1:48 pm.
2. The applicants of the initial claim, [REDACTED] and [REDACTED], hereinafter referred to as the tenants, attended by teleconference.
3. The respondent and counterclaimant, [REDACTED], hereinafter referred to as the landlord, also attended via teleconference.

### Preliminary Matters

4. All parties acknowledged that they were properly served.
5. The landlord sought to be awarded \$789.00 in compensation for inconvenience. This amount is better classified as being part of hearing expenses and is therefore dealt with in the “decision” section below. Hearing expenses ought to be awarded based on the outcome of the hearing.

### Issues before the Tribunal

6. Is the termination notice dated 18-September-2025 valid?
7. Should the landlord’s claim for unpaid rent, and utilities, and late fees succeed?
8. What is the proper disposition of the security deposit?

### Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act*, 2018 (the *Act*).
10. Also considered and referred to in this hearing are sections 18(2), 18(9), and 34 of the *Act*, as follows:

## Notice of termination of rental agreement

18. ...

(1) A tenant shall give the landlord notice that the rental agreement is terminated and the tenant intends to vacate the residential premises

(a) not less than 7 days before the end of a rental period where the residential premises is rented from week to week;

(b) not less than one month before the end of a rental period where the residential premises is rented from month to month; and

(c) not less than 2 months before the end of the term where the residential premises is rented for a fixed term.

...

(9) In addition to the requirements under section 34, a notice under this section shall

(a) be signed by the person providing the notice;

(b) be given not later than the first day of a rental period;

(c) state the date, which shall be the last day of a rental period, on which the rental agreement terminates and the tenant intends to vacate the residential premises or the date by which the tenant is required to vacate the residential premises; and

(d) be served in accordance with section 35.

## Requirements for notices

34. A notice under this Act shall

(a) be in writing in the form prescribed by the minister;

(b) contain the name and address of the recipient;

(c) identify the residential premises for which the notice is given; and

(d) state the section of this Act under which the notice is given.

## Issue 1: Validity

11. The landlord questions the validity of a termination notice dated 18-September-2025, labelled LL#1.

12. To be valid, a termination notice must comply with all relevant sections of the *Act*. LL#1 is in writing in the form prescribed by the minister. It contains the name of the recipient. It identifies the residential premises it regards. It states it was issued under s. 18(1)(c) of the *Act*, when in fact the tenant's testimony clearly revealed they meant to issue it under s. 23. It therefore is invalid as it does not comply with s. 34(d) of the *Act*. Even if it was considered to be a notice under s. 18, it would still be invalid under s. 18(1)(c), which requires no less than 2 months' notice. In other words, the tenants used the wrong form.

They used the “Tenant’s Notice to Terminate – Standard” when they ought to have used “Tenant’s Notice to Terminate – Cause.” This is sufficient to render the notice invalid.

13. Even if LL#1 identified itself as being issued under s. 23 of the *Act*, I would still find it invalid. S. 23(1) allows for a for a tenant to issue a termination notice with not less than 5 days’ notice only where a landlord contravenes statutory condition 7(b) set out in subsection 10(1). This condition reads as follows:

*7. Peaceful Enjoyment and Reasonable Privacy -*

(b) The landlord shall not unreasonably interfere with the tenant's reasonable privacy and peaceful enjoyment of the residential premises, a common area or the property of which they form a part.

14. The tenants testified that the noise from the upstairs apartment rendered the premises unsuitable for them, despite the landlord’s assertion that the building had an extra one-foot sound barrier between the two floors. There was no evidence to suggest that the landlord had lied about this, only that whatever sound barrier existed was not sufficient to nullify enough of the sound to make the premises suitable. The tenants specified that the noise was from normal walking around, not from any unreasonable actions the upstairs tenants performed. If this constitutes interference with the tenant’s peaceful enjoyment, it nevertheless does not constitute unreasonable interference.
15. LL#1 is invalid.

**Issue 2: Unpaid Rent, Utilities, and Late Fees**

16. The landlord claims \$1400.00 in unpaid rent, \$110.00 in utilities, and \$75.00 in late fees in lieu of notice for the month of October 2025. The tenants moved out on 1-October-2025. The landlord testified that she immediately sought new tenants and had new tenants placed as of 1-November-2025.
17. But for the tenant’s breach of the lease, the landlord would have received the rent for October 2025. As I have found that the tenants did not have cause to terminate early above, that the tenant had a right to more notice under s. 18(1)(c) of the *Act*, and that the landlord took all reasonable steps to mitigate the loss, it follows that the landlord’s claim for rent in lieu of notice succeeds in the amount of the monthly rent, \$1400.00.
18. LL#2 shows that a bill from NL Power for part of utility bill for October. LL#3, the rental agreement, shows that utilities were the tenant’s responsibility. The landlord testified that the entire bill for October was not available as it had not arrived from NL Power at the time of the hearing. She could not have delayed the claim until she had the bill because she was bound by the 10-day response timeline mandated by s. 14(11) of the *Act*. In the circumstances, I accept that \$110.00 is a likely estimate on a balance of probabilities. The landlord’s claim for unpaid utilities succeeds in the amount of \$110.00.
19. S. 15(1) of the *Act* states that where a tenant does not pay rent for a rental period within the time stated in the rental agreement, the landlord may charge the tenant a late payment fee in an amount set by the minister. The minister has set the rate for late payment fees at \$5.00 for the first day and \$2.00 for each day thereafter, to a maximum

of \$75.00. At the time of the hearing, rent was overdue for 33 days. Therefore, a late payment fee of \$69.00 applies.

**Issue 3: Security Deposit**

- 20. As the landlord is owed moneys, they may apply the security deposit against the sum owed. In this case, the security deposit was \$700.00 received on 18-May-2025.
- 21. S. 14(7) of the *Act* states that a landlord shall credit interest to the tenant on the full amount or value of the security deposit, at the rate prescribed by the regulations, during the time the security deposit is held by the landlord. The regulations prescribe a simple cumulative interest rate of 1% annual for 2025. Calculated to the date of the hearing, this results in interest totaling \$3.28.

**Decision**

- 22. The termination notice dated 18-September-2025 is invalid.
- 23. The landlord’s claim for unpaid rent succeeds in the amount of \$1400.00.
- 24. The landlord’s claim for unpaid utilities succeeds in the amount of \$110.00.
- 25. The landlord’s claim for late payment fees succeeds in the amount of \$69.00.
- 26. The landlord may apply the security deposit and interest, valued at \$703.28, against moneys owed.
- 27. The landlord was successful in their application and may therefore seek to be reimbursed for their reasonable hearing expenses. In this case, they seek the \$20.00 application fee as well as \$789.00, which represents the cost of travel from Corner Brook to Mount Pearl to submit her application. She testified that the Corner Brook Residential Tenancies office was closed at the time she submitted her application and she could not wait as she was required to submit within 10 days. She testified that she was aware she had the option to submit her application online but wished to seek advice and guidance from the employees at the Residential Tenancies office.
- 28. I award the landlord the \$20.00 application fee. I do not find the other expenses reasonable in the context of this case. The decision to travel to St. John’s was a choice by the landlord and the tenant should not be responsible for the associated cost.

**Summary of Decision**

- 29. The termination notice dated 18-September-2025 is invalid.
- 30. The tenants shall pay to the landlord \$875.72 as follows:

Unpaid Rent.....	\$1400.00
Unpaid Utilities.....	\$110.00
Late fees.....	\$69.00

Less Security Deposit..... -(\$703.28)

Total.....\$875.72

12-November-2025  
Date

  
Seren Cahill  
Residential Tenancies Office